

## TABLE OF CONTENTS

<u>TITLES</u>	<u>PAGE NUMBERS</u>
I.     Introductory Section	
Recitals – Ownership, Property Description And Location	
1. Purpose of Covenants	3
2. Term	4
3. Definitions	4
II.    Land Use Criteria	
1. Allowable Land Use	5
2. Prohibited Land Use	6
3. Special Uses	7
III.   Space Allocations and Dimensional Standards	
1. Building-to-Land Ratio	7
2. Setbacks	7
a. Front Yard	7
b. Side Yard	7
c. Rear Yard	8
3. Exceptions to Setback Limitations	8
4. Off-Street Parking Areas	8
5. Off-Street Loading Areas	9
6. Streets – Driveways/Sidewalks – Curbing	9
IV.    Architectural and Aesthetic Standards	
1. Landscaping/Limitations on Cutting Natural Growth	9
2. Exterior Construction, Permitted Materials, Approved Construction Methods, Design	10
3. Signs	11
4. Outdoor Storage	13
5. Maintenance Requirements, Refuse Collection and Prohibition of Junk Storage	13
6. Utilities Placement and Designs	13
7. Repair of Buildings	14

## TABLE OF CONTENTS

<u>TITLES</u>	<u>PAGE NUMBERS</u>
V. Implementation	
1. Architectural Review and Approval of Building Plans Procedures	14
2. Enforcement	16
3. Fees	17
4. Repurchase Rights	17
5. Constructive Notice and Acceptance	17
6. Completion of Construction	18
VI. Miscellaneous	
1. Failure of Enforce Not a Waiver of Rights	18
2. Rights of Mortgages	18
3. Mutuality, Reciprocity	18

## Declaration of Protective Covenants Seaford Industrial Park

THIS DECLARATION, made this 13<sup>th</sup> day of November 1984, by the CITY OF SEAFORD, DELAWARE, hereinafter referred to as "Developer".

WHEREAS, the City of Seaford is the owner of all that certain real property consisting of 129 acres, more or less, located in the City of Seaford, Delaware, more particularly described in Exhibit A, attached hereto and made a part hereof;

WHEREAS, it is the desired and intention of the Developer to develop all of said property as an Industrial Park, and

WHEREAS, it is the desire and intention of the Developer to impose upon, the property described in Exhibit A made subject hereto from time to time, mutually beneficial conditions, standards and covenants (hereinafter referred to as "Covenants") under a general plan of improvement for the benefit of all said property, the improvements thereon and the future owners thereof:

NOW, THEREFORE, Developer hereby declares that the property described in Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the following Conditions, Standards and Covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property (as hereinafter defined) and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the conditions, standards, and covenants shall run with the real property and shall be for the binding on all parties having or acquiring any right, title or interest in the property made subject hereto or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. The Conditions, Standards, and Covenants are as follows:

## I. Introduction

1. Purpose of Covenants: The purpose of these conditions, standards, and covenants is to insure proper development and use of the Property, to protect the owner of each parcel against such improper development and use of surrounding parcels as will depreciate the value of his parcel against such improper development and use of surrounding parcels as will depreciate the value of his parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general, to provide adequately for a high type and quality of improvement of the Property in accordance with a general plan.
2. Term: This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring on January 1, 2020, unless extended with the written consent of the owners of two-thirds (2/3) of the Property subject to these Covenants.
3. Definitions:
  - a. INDUSTRIAL PARK: Shall mean and refer to certain real property in the City of Seaford, Delaware described in Exhibit A.
  - b. CLUSTER SITE: Shall mean and refer to a Site, as defined herein, containing two or more buildings under single ownership, which are served by common parking areas on the Site and common egress and ingress drives to the Site.
  - c. DEVELOPER: Shall mean and refer to the undersigned, City of Seaford, its successors and assigns.
  - d. IMPROVEMENTS: Shall mean and include buildings, outbuildings, parking areas, loading areas, screening walls, and retaining walls, hedges, mass plantings, lawns, poles, signs, water lines, sewers, electrical and gas distribution facilities, and any structures of any type or kind.

- e. OWNER: Shall mean and refer to the holder of fee simple title to a Site, or one who is a tenant with an option to purchase, or other beneficial interest in the legal title.
- f. PROPERTY: Shall mean and refer to real property described in Exhibit A to be known as the Seaford Industrial Park.
- g. SITE: Shall mean and refer to an area of land within the Property in the same ownership either shown as one lot on a recorded plan, or if not so shown, described as the Site for one or more buildings by the owner in a recorded instrument, whether or not in either case acquired at one time or previously so shown as more than one lot, or shown or described for the purpose of lease but not of conveyance as more than one lot. If an easement over any portion of a Site established by recorded instrument then exists or is reserved by Developer for any purpose whatsoever, the area of such portion shall be included in computing the area of that Site.
- h. ZONING ORDINANCE: References to the City of Seaford Zoning Ordinance are to that City of Seaford Zoning Ordinance as passed by City of Seaford on 10-1-77.

## II. LAND USE CRITEREIA

1. Allowable Land Use: Land shall be used only for those purpose as permitted in an "M-1 Zone – Light Industrial District" under Article 4, Division 1, of the City of Seaford Zoning Regulations in force and effect on the date of this Declaration as the same may be hereafter from time to time amended, but expressly excluding any use for which a special exception is required, unless such special exception be finally granted and such use be approved in writing by Developer as provided in Section II (3) below. The Developer reserves the right, however, further to limit or restrict the use of a particular Site or Sites under the provisions noted throughout these Covenants.

No use will be made of any Site or any portion thereof or any building or structure thereon at any time, nor shall any materials or products be manufactured, processed or stored thereon or therein, which shall cause or which shall constitute a nuisance or cause the emission of noxious odors or gases or smoke, or cause noises or other conditions which might violate the purpose and intent of these Covenants or which shall constitute a violation of any law of the United States, the State of Delaware, Sussex County, or the City of Seaford, or any

regulation or ordinance promulgated thereunder. Specific criteria governing Environmental Performance Standards are combined in Article 5, Division 4 of the City ordinance.

No operation or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the site or affecting any adjacent property.

- a. Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
  - b. Smoke;
  - c. Noxious, toxic or corrosive fumes or gases;
  - d. Obnoxious odors;
  - e. Dust, dirt, or fly ash;
  - f. Unusual fire or explosive hazards; and
  - g. Excavation; Only excavation made in connection with construction of an improvement shall be made, and then only when proper protection is afforded adjacent property, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and stabilized.
2. Prohibited Land Use: The operation and use of drilling for and removal of oil, gas, or other hydrocarbon substances on any property subject to these Covenants shall not be permitted without the prior written consent of the Developer.

The following operations and uses shall not be permitted on any property subject to these Covenants:

- a. Residential
  - b. Trailer Courts
  - c. Fertilizer or Compost Facilities
  - d. Junk Yards
  - e. Commercial Excavation of Building or Construction Materials
  - f. Distillation of Bones
  - g. Dumping, Disposal, Incineration, or Reduction of Garbage, Sewage, Offal, Dead Animals or Refuse
  - h. Fat Rendering
  - i. Stockyard or Slaughter of Animals
  - j. Refining of Petroleum or of its Products
  - k. Smelting of Iron, Tin, Zinc, or other Ores
  - l. Raising of Pets or Livestock or other animals
  - m. Kennel or Dog Pound
3. Special Uses: Operations and uses, which are not specifically authorized by these Covenants, may be permitted in a specific case if

operational plans and specifications are submitted to and approved in writing by the Developer. Such special uses are also subject to the City Zoning Ordinance and other applicable code. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to these Covenants or upon the occupants thereof. If Developer fails either to approve or to disapprove such operational plans and specifications within (60) sixty days after the same have been submitted to it, it shall be conclusively presumed that Developer has disapproved said plans and specifications.

Neither Developer nor its successors or assigns shall be liable in damages to any one submitting operational plan and specifications to them for approval, or to any Owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in conjunction with the approval or disapproval or failure to approve any such operational plans and specifications. Every person who submits operational plans and specifications to Developer for approval, by submission of such plans and specifications, and every Owner and lessee of any of said Property, by acquiring title thereto or interest therein, that he will not bring any action or suit against Developer to recover any such damages.

### III. SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

1. Building-to Land Ratio: The ratio of building coverage (building structure only) to the Site area will be subject to the approval of Developer, but in no case may the ratio exceed fifty (50) percent.
2. Setbacks: Except as provided in Section III.3 below, no structure or improvement of any kind and no part thereof, shall be placed on any Site closer to a property line than the setback distances as follows:
  - a. Front Yard: The setback lines are hereby established as forty (40) feet from the front property line on any public street.
  - b. Side Yard: The setback line is established as twenty-five (25) feet from a side interior property line.
  - c. Rear Yard: The setback line is established as fifteen (15) feet from rear property line.
3. Exceptions to Setback Limitations:

- a. Roof overhang, subject to the specific approval of Developer in writing.
  - b. The improvement on Cluster Sites, as defined herein may be constructed without regard to setbacks from the interior property lines of the improvements within the cluster, subject to the Developer's approval, provided, however, that the front, rear and side setback lines, as set forth above, for the Cluster Site, as seen as a single entity containing all improvements in the cluster, must be observed.
  - c. Steps, walks and access drives from the street to the improvements.
  - d. Paving and associated curbing, except that vehicle parking areas not be permitted in any required front yard but may project into any required side or rear yard a distance of not more than one-half its required dimension, except in rear yards of side yards where there is access to the property from a public street or alleyway.
  - e. Landscaping as governed by Article 5, Division 4, Section 15-93 of the City of Seaford Zoning Ordinance.
  - f. Planters, not to exceed three (3) feet in height.
4. Off-Street Parking Areas:
- a. No parking will be permitted on the streets. Each Site Owner shall provide adequate off-street parking to accommodate all parking needs for employees, visitors and company vehicles on the Site. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided by Owner to satisfy the intent of this section. All parking facilities and private driveways must be in accordance with Section IV hereof. As a minimum, parking requirements of Article 4, Division 1, Section 15-53 and Article 5, Division 2, Section 15-74 and 15-75 of the City of Seaford Zoning Ordinance must be met.
  - b. Parking shall not be permitted between public street pavement and property line (street right-of-way line).



- c. Parking shall be permitted between the improvements and the street right-of-way line, subject to Section III.3d., when properly shield by landscaping and beaming.
  - d. All driveways and parking areas shall be paved and curbed in accordance with the City of Seaford Zoning Ordinance.
  - e. Areas designated for automobile use shall not to be used for trucks, commercial vehicles, and/or material storage.
  - f. Service vehicles, heavy trucks and equipment should be parked and stored in a screened area.
  - g. In addition to vehicular storage for company vehicles in storage awaiting repairs, delivery, etc., two (2) spaces for three (3) employees of design capacity of the largest shift will be required.
5. Off-Street Loading Areas: As a minimum, Article 4, Division 1, Section 15-54 of the City of Seaford Zoning Ordinance shall be followed. In addition:
- a. Loading areas shall not encroach into setback areas unless specifically approved by Developer in writing, which cannot be unreasonably withheld.
  - b. Loading areas located in side yards shall be set back and screened to minimize the effect from the street and neighboring properties. Loading doors and docks shall not be closer than one hundred (100) feet to the street property line, unless specifically approved by Developer in writing. Such approval cannot unreasonably be withheld.
6. Streets – Driveways/Sidewalks – Curbing: Streets, drives, curbs, and walks shall be constructed or altered only in accordance with plans and specifications which shall, at a minimum conform to the City of Seaford Zoning Ordinance.

#### IV. ARCHITECTURE AND AESTHETIC STANDARDS

- 1. Landscaping and Limitations on Cutting Natural Growth:
  - a. Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a slightly and well-kept condition.

- b. The Site Owner, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the building. The area between paved streets and the setback lines shall be used exclusively for landscaping except for walks and driveways crossing the required landscape area.
- c. The Site Owner, lessee or occupant shall provide hose bids in the vicinity of the landscaped areas on improved properties.
- d. Landscaping as approved by Developer shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months.
- e. The Owner, lessee or occupant of any Site shall at all times keep the landscaping in good order and condition. Should the Owner, lessee or occupant of any Site fail to remedy and deficiency in the maintenance of the landscaping within twenty (20) days after written notification, Developer hereby expressly reserves the right, privilege and license to make any and all corrections or improvements in landscape maintenance at the expense of the Site Owner.
- f. The Site Owner shall preserve as much of the natural growth on a Site as practically possible. Special care should be exercised during any construction so that existing trees are not damaged.
- g. In areas where M-1 Zone abuts an R-1 Zone, a 10' wide buffering and screening area in accordance with Article 5, Division 4, Section 15-93 of the City of Seaford Zoning Ordinance shall be required.

2. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

- a. Any building erected on a Site shall conform to the following construction practices and meet the City of Seaford Building Code in effect at the time.
  - (1) Exterior front and side walls must be finished on the exterior with the following: (a) architectural masonry units, (excluding concrete block and cinder block), (b) natural stone, (c) precast concrete with prior approval by Developer, (d) steel, (e) aluminum, (f) glass materials

or (g) their equivalent as approved by Developer. Rear exterior walls may be block masonry as defined below.

Minimum standards shall require that thirty (30) percent of the front building exterior be approved masonry finish as defined above. Side building walls facing interior park roadways must also have a minimum of thirty (30) percent of approved masonry finish. A masonry block wall (i.e., concrete or cinder block) may be used for a rear-building wall only, if the masonry block wall is appropriately painted and meets the approval of the Developer. These requirements also apply to any accessory building other than temporary structures as defined in paragraph 2 below.

Finish building material shall be applied to all sides of a building, which are visible to the general public as well as from neighboring property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

(2) Temporary Improvements – No temporary improvements of a temporary nature, including trailers, incomplete buildings, tents or shacks shall be permitted on the Property. Temporary improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

3. Signs: Plans and specifications for the construction, installation, or alterations of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of Developer in accordance with Article 5, Division 1, City of Seaford Zoning Ordinance.

The following signs shall be permitted:

- a. Those offering the Site for sale or lease.
- b. Those necessary to identify the location of a project during construction.

- c. Those identifying the name of the person or firm occupying the Site subject to the following criteria:

- (1) All signs mounted on a building must identify the primary company name only and shall not be an advertising vehicle.

Generally an identifying sign may be mounted on one wall except that, at the discretion of Developer, a smaller sign or logo may be permitted on another exposure.

- (2) Sign dimension and height requirements shall be in accordance with Article 5, Division 1, Section 15-67, of the City of Seaford Zoning Ordinance. The total area of all permitted signs shall not exceed ten percent (10%) of the area of wall surface on which the sign(s) is mounted, including window and door areas.
- (3) Logos: A logo for a single or multi-line sign, or a logo to be mounted separately, must be sized with the total sign area allowed by Section 15-67 of the City of Seaford Zoning Ordinance and as required in Item 3.c. (2) of this Section
- (4) No logos or other signs may be mounted so as to project above the roofline of any facility nor can same be ground mounted under any circumstances.
- (5) Approval of all signs must be made by Developer, and final approval will be based on reasonable architectural standards and overall balance as same applies to identification displays. It should also be understood that Developer must approve the manner in which the sign is constructed, lighted and mounted.

#### 4. Outdoor Storage:

- a. Unless specifically approved by developer in writing, no materials, supplies or equipment (including company-owned or operated vehicles) including but not limited to trash and garbage receptacles, shall be stored in any area on a Site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or public street.
- b. Screening of Service Containers: Garbage and refuse containers shall be concealed by means of a screening wall of

material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by the Developer in writing, no materials, supplies or equipment shall be stored on the Property except inside a close building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets and property.

5. Maintenance Requirement, Refuse Collection, and Prohibition of Junk Storage.

- a. Each Site Owner, lessee, or occupant shall at all times keep his premises, buildings, improvements and appurtenance in a safe, clean, neat, and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site Owner shall provide for the removal of trash and rubbish from his premises. The Sites shall not be used for storage of any scrap materials without the approval of the Developer.
- b. During construction, it shall be the responsibility of each Site Owner to insure that the construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

6. Utilities Placement and Design: Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the property:

- a. Antennas – No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the Property outside any building whether attached to an improvement or otherwise, without the prior approval of the Developer.
- b. Utility Service – No lines, wires, or other devices for the communication of transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cable, constructed, placed and maintained underground or concealed in, under, or on buildings, or other improvements as approved

by the City of Seaford, Site Owner, provided electrical transformers may be permitted if properly screened and approved by the Developer. Nothing herein shall be deemed to forbid the erection and use of temporary electric or telephone services incident to the construction of approve improvements.

- c. Mail Boxes – No mail or other delivery boxes shall be permitted on the Property unless approved by Developer.
  - d. Mechanical Equipment – All mechanical equipment, including roof mounted shall be enclosed or screened so as to be an integral part of the architectural design.
7. Repair of Buildings: No building or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

## V. IMPLEMENTATION

1. Architectural Review and Approval of Building Plans – Procedures: Before applying for a building permit and commencing the construction or alteration of all buildings, enclosures, fences, loading areas, parking facilities, or any other structures or permanent improvements (“improvements”) on or to any Site, the Owner of any Site shall first submit plans an specifications and landscape plans to the Developer for its written approval, as hereinafter provided.

No improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained, or permitted to t remain on any land subject to these Covenants until plans and specifications showing plot layout an all-exterior elevations, with materials and colors therefore and structural design, signs, and landscaping, shall have been submitted to and approved in writing by Developer, and a copy of such plans and specifications prepared by the signature of the Owner of the Site or his authorize Agent specifying for which part of such plans and specifications approval is sought.

Approval shall be based, among other things, on adequacy of Site dimensions, storm drain considerations, conformity and harmony of external design with neighboring sites, relation of topography, grand and finished ground elevation of the Site being improved to neighboring sites; proper facing of main elevation with respect to

nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants.

The Developer shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Developer, in its sole discretion, may deem in the best interests of the Industrial Park and the Owners or lessees or prospective owners or lessees of other sites therein.

If the Developer fails either to approve or disapprove such building and site plans and specification within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed the Developer has disapproved said plans and specifications.

Neither Developer nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Developer for approval agrees, by submission of such plans, and every Owner or lessee of any said Property agrees, by acquiring title thereto or interest therein, that they will not bring any action or suit against the Developer to recover such damages. In case of conflict between plan review and the Covenants herein contained, these Covenants shall govern the rights and obligations of the parties.

Building must be constructed in accordance with the Developer approved plans. Any modification to the approved plans, during construction, which affects the intent of these Covenants, must be approved by the Developer before the modification to the building is constructed. Owner shall give written notice of completion of improvements to Developer upon completion of said improvements.

2. Enforcement: Said Covenants shall be jointly and severally enforceable by the Developer and its successor and assigns and by any Site Owner and its successors and assigns, provided, however, that only the Developer or its assignees, shall have the right to exercise the discretionary powers herein reserved to the Developer.

Violation of any of said Covenants, or breach of any Covenant or agreement herein contained shall give the Developer or its assignees in addition to all other remedies, the rights (but not the obligation) to enter upon the land which such violation or breach exists and summarily to abate and remove any structure or correct any

condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from the Developer or its said assignees to the occupant of the premises on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice, by certified or registered mail, postage prepaid, to the record Owner of such premises at his or its last known address. Notwithstanding the above set forth provisions of this paragraph, it shall be understood that any lien obtained pursuant to the provisions hereof shall be subordinate and inferior to the prior lien of bona fide First Mortgages or Deed of Trust secured by that Site to the end and intend that any purchaser at a foreclosure of the lien secured by a First Mortgage or Deed of Trust shall take title free of any lien arising pursuant to the provisions of this paragraph.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Construction and alteration of all improvements shall be performed in accordance and comply with the requirements of all applicable governmental authorities.

3. Fees: Any expenses incurred by the Developer in the review of plans shall be reimbursed by the applicant. Such fees shall be reasonable and documented upon request of the applicant.
4. Repurchase Rights: In the event any Owner or its assigns shall not have substantially completed the construction of a permanent building upon a Site within two (2) years of the date of the execution of the special warranty deed by Developer conveying title to that Site said owner, the Developer shall have an option to repurchase said Site for the original purchase price and enter into possession of said Site. This option to repurchase must be exercised in writing within ninety (90) days after the expiration of the two (2) year period following the execution of the special warranty deed referred to above. Settlement of the repurchase shall take place within sixty (60) days of the exercise of the option to repurchase



and shall be at location to be designated by the Developer. All costs of recording, transfer taxes, documentary stamps and all other excise taxes arising from said Settlement, will be paid for by said Owner or assigns. No assessments shall be levied against remaining Park property owners for contributions toward the purchase price.

Anything in this paragraph V.4. to the contrary notwithstanding. The Developer, its successors and assigns may extend, in its sole discretion and in writing, the time in which such construction must be completed by Owner upon Developer's receipt of a request for extension by Owner upon Owner's demonstration of its diligence in pursuing completion of said construction.

5. Constructive Notice and Acceptance: Every person who now or Hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired and interest in said Property.
6. Completion of Construction: Temporary Structures: After commencement of construction of any structure, the Site Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

## VI. MISCELLANEOUS

1. Failure to Enforce Not a Waiver of Rights: Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or similar situation at any other location in the Business Center or of any other provision of these Covenants. The failure of Developer or any Site Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.
2. Rights of Mortgages: All Covenants and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said covenants shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust, any purchaser of such sale, and his successors and assigns, shall hold

any and all of the Property so purchased subject to all of the Covenants and other provisions of this Declaration.

3. **Mutuality, Reciprocity:** Runs with Land. All covenants, conditions, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privities of contract and estate between all grantees of said parcels, their heirs, successors, and assigns, operate as Covenants running with the land for the benefit of all other Sites. The Developer reserves the right, however, from time to time hereinafter to delineate, plot, grant or reserve within the remainder of the Industrial Park not hereby conveyed such public streets, road, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Industrial Park (and from time to time to change the location of the same) free and clear of these restrictions and Covenants and to dedicate the same to public use or to grant the same to the County of Sussex and/or to appropriate public utility corporations.
5. **Effect of Invalidation:** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHERE OF, the hands and seals of the parties hereto the day and year first above written.

ATTEST:

CITY OF SEAFORD, DELAWARE

Susan B. Marvel  
Slatcher

By Dd ores J.

City Manager

ATTEST:

CITY OF SEAFORD, DELAWARE

Michelle L Booth

By Guy N. Longo  
President, City Council

STATE OF DELAWARE

TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of November, 1984, before me, the subscriber, a Notary Public of the State of Delaware, in and for the City aforesaid, duly commissioned and qualified, personally appeared – Dd ores J. Slatcher & Guy

N. Longo who acknowledged himself to be the - City Manager & President  
of City Council, of the City of Seaford, Delaware and that he, authorized to do so,  
executed the foregoing Instrument for the purposes therein contained.

WITNESS, my hand and Notarial Seal.

Sharon H. Drugash  
Notary Public

My Commission expires: 4/20/87